

**LIMITED OBJECTION OF  
LINDEN DEVELOPMENT, LLC**

**EXHIBIT A**

CONFIDENTIALITY AGREEMENT

6-4, 2007

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: GM Linden Assembly Plant, Linden, New Jersey

Gentlemen and Ladies:

In conjunction with the proposed sale of the former GM Linden Assembly Plant located at 1016 Edgar Street in Linden, New Jersey (the "Project"), you have requested information regarding the environmental condition of the Project to which we will grant you access under the following terms of this Confidentiality Agreement:

1. DUKE REALTY ("Prospective Purchaser") acknowledges and agrees that any and all information, whether written or verbal, regarding the environmental status of the Project to which Prospective Purchaser is granted access under this Agreement (the "Confidential Information") shall be considered the sole and exclusive property of General Motors Corporation ("Seller"), is considered and will be kept confidential by Prospective Purchaser in perpetuity and will not be discussed with or provided to any third party, other than those employees or agents of Prospective Purchaser who are essential to completing the sale and/or financing of the Project, without the prior written consent of Seller, which consent may be granted or withheld in Seller's sole and absolute discretion. Seller makes no representations or warranties regarding the Confidential Information, and such Confidential Information shall not be, nor is it intended to be, relied upon by Prospective Purchaser or as a substitute for the complete and thorough investigation of the Project by Prospective Purchaser.
2. Further, any and all information obtained by Prospective Purchaser relating to environmental matters as a result of Prospective Purchaser's inspection of the Project pursuant to that certain Right of Access Agreement to be executed by the parties hereto or otherwise, shall be deemed confidential and subject to the terms of this Confidentiality Agreement as if supplied to Prospective Purchaser hereunder.
3. Prospective Purchaser acknowledges and agrees that any and all information regarding the environmental status of the Project provided to, or created by or on behalf of, Prospective Purchaser, essential employees or agents of Prospective Purchaser, or other acceptable third parties under this Agreement, shall be promptly turned over to Seller as directed in writing by Seller's counsel in the event Prospective Purchaser does not proceed with the purchase of the Project. Seller shall be entitled to injunctive relief if Prospective Purchaser fails to so deliver such information to Seller.

4. Prior to disclosing or providing access to any Confidential Information to any attorneys, employees, agents or other acceptable third parties, Prospective Purchaser shall require that such attorneys, employees, agents or other acceptable third parties sign the attached "Acknowledgment of Confidentiality" and will promptly provide copies of such signed acknowledgments to Seller.
5. Notwithstanding anything herein contained to the contrary, in the event Prospective Purchaser is required to disclose any such information to any governmental entity pursuant to subpoena, document production request, or other formal request lawfully compelling disclosure by Prospective Purchaser under applicable law, prior to disclosing the same, Prospective Purchaser shall notify Seller in writing and provide Seller with copies of all information which Purchaser intends to so disclose. Such notice and information shall be provided to Seller by Prospective Purchaser in writing at least five (5) business days prior to the disclosure of the same to any such governmental authority.
6. Prospective Purchaser acknowledges and agrees that it is only being provided access to this information, and Seller is under no obligation whatsoever to provide Prospective Purchaser with written copies of any information or to update or review such information.
7. If Prospective Purchaser, its employees, agents or other third parties disclose information in violation of the provisions of this Agreement, then Prospective Purchaser shall be liable to Seller for liquidated damages in the amount of Ten Thousand Dollars (\$10,000.00) for each such disclosure. Prospective Purchaser acknowledges that Seller will suffer substantial damages if such information is wrongfully disclosed, but the determination of the exact amount of such damages would be difficult or impossible. The setting of the Ten Thousand Dollar (\$10,000.00) liquidated damage amount is reasonable in light of all relevant facts now available to the parties. Seller shall also be entitled to injunctive relief in order to prevent disclosure of any such information in violation of this Confidentiality Agreement.
8. Any notice required to be given hereunder shall be sent by certified or registered mail, return receipt requested, to the Seller at 200 Renaissance Center, Mail Code 482-B38-C96, Detroit, Michigan 48265, or to the Prospective Purchaser at the above noted address, or at such other address as either of the parties may notify the other in writing. A copy of any notice to Seller shall also be sent to the Executive Director of GM Worldwide Real Estate, at the same address. All such notices shall be deemed effective upon receipt.

If the foregoing is acceptable to you, please so indicate by signing this letter in the space provided below and return it to the undersigned as soon as possible.

Very truly yours,

**GENERAL MOTORS CORPORATION**

By \_\_\_\_\_

Its \_\_\_\_\_

RECEIPT AND ACCEPTANCE ACKNOWLEDGED:

DUKE REALTY

By: William DeBoer

Title: SR VP

Dated: 6/4, 2007

**ACKNOWLEDGMENT OF CONFIDENTIALITY**

I, \_\_\_\_\_, hereby acknowledge and agree that I have read the Confidentiality Agreement dated May \_\_, 2007, entered into by **GENERAL MOTORS CORPORATION** and \_\_\_\_\_. I understand the terms of the confidentiality Agreement; that I acknowledge and agree to keep confidential any and all information, whether written or verbal, provided to me under the Confidentiality Agreement; and further, that I will promptly return any and all information I have received as directed by General Motors Corporation.

**RECEIPT AND ACCEPTANCE ACKNOWLEDGED:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_